

REMARKS

Claims 1-10 and 14-23 are pending in the present application. In this Amendment, Applicants cancel claims 11-13 from further consideration in this application. Applicants amend claims 1 and 4. Applicants add new claims 14-23. Support for the amendments and new claims 14-23 may be found in the originally filed claims and at least at page 7, line 29, to page 10, line 39, of the originally filed specification. No new matter is added by this Amendment. Applicants do not concede that the subject matter encompassed by the claims prior to this Amendment is not statutory or patentable over the art cited by the Examiner. Applicants amend the claims solely to facilitate expeditious prosecution of potentially allowable subject matter. Applicants respectfully reserve the right to pursue the claims as presented prior to this Amendment and additional claims in one or more continuing applications.

Applicants respectfully request reconsideration of the pending claims in view of the following remarks.

I. Telephone Interview

Applicants thank Examiner Khanna for the courtesies extended to Applicants' representative during the June 17, 2008, telephone interview. During the telephone interview, the above amendments and the distinctions of the claims over the cited art were discussed. Examiner Khanna agreed that the above amendments overcome the current rejections on record. The substance of the telephone interview is summarized in the following remarks.

II. Objection to the Specification

The Office objects to the specification as failing to anticipate “[a] computer program product” and “a computer readable medium” as recited in claim 13. Applicants cancel claim 13. Applicants do not concede that the subject matter encompassed by the claims prior to this Amendment is not supported by the specification. Applicants amend the claims solely to facilitate expeditious prosecution of potentially allowable subject matter.

Therefore, Applicants respectfully request withdrawal of the objection to the specification.

III. 35 U.S.C. § 101, Alleged Non-Statutory Claim 11

The Office rejects claim 11 under 35 U.S.C. § 101 as allegedly being non-statutory. Applicants cancel claim 11. Applicants do not concede that the subject matter encompassed by the claims prior to this Amendment is not statutory or patentable over the art cited by the Examiner. Applicants amend the claims solely to facilitate expeditious prosecution of potentially allowable subject matter.

Therefore, Applicants respectfully request withdrawal of the rejection of claims 11-15 under 35 U.S.C. § 101.

IV. 35 U.S.C. § 102, Alleged Anticipation of Claims 1-4

The Office rejects claims 1-4 under 35 U.S.C. § 102(e) as allegedly being anticipated by *Droms* (U.S. Patent No. 7,318,101). Applicants respectfully traverse this rejection.

Droms teaches a method and apparatus for supporting configuration in a network. A configuration server 160 includes a map 162 that associates the host computer 110-1 to corresponding network services. See *Droms*, col. 13, lines 4-21. The configuration server receives a signal to modify map 162 so that the host computer is assigned a second network service. See *Droms*, col. 13, lines 45-49. That is, in response to a signal to modify or update map 162, the configuration server modifies map 162.

In contradistinction, the present invention provides a method for network communication controlled by a network server over a network using a connection-oriented protocol with a network client, wherein the network server has a first server configuration and the network client has a client configuration. The Office Action alleges that *Droms* teaches detecting the network client configuration because *Droms* allegedly teaches that the configuration server tracks the identity of the host computer and a corresponding network service that the host computer is assigned to access at col. 9, lines 2-5, which states:

For example, in response to a subscriber's selection of the second network service to access the network, the web server detecting the selection generates a signal to a configuration server to update an entry of a map that tracks an identity of the host computer and a corresponding network service that the host computer is assigned to access the network.

Droms, col. 8, line 66, to col. 9, line 5. This cited portion teaches that a subscriber selects a second network service, and the configuration server updates an entry in the map that tracks an identity of the host computer and a corresponding network service that the host computer is assigned to access the network. The Office Action proffers no explanation as to why this somehow anticipates the claim feature of identifying a network client **configuration**.

Droms does not teach or suggest establishing a connection between the network server and the network client, wherein the connection is established using a connection-oriented protocol, wherein the network server has a first server configuration stored in a memory of the network server, wherein the first server configuration is a set of server parameters specific to a network application that the network server provides to the network client, as recited in claim 1. *Droms* does not teach that the configuration server stores a configuration that is a set of server parameters specific to a network application that the configuration server provides to the network client. The configuration server of *Droms* only maps a network connection from a host to a network service; however, the configuration server of *Droms* does not provide the network service to the host.

Furthermore, the Office Action alleges that *Droms* teaches responsive to a determination that the client configuration is incompatible with the second server configuration, disconnecting the network client, because *Droms* allegedly teaches that the configuration server transmits command 194 to deny network access to the host computer at col. 14, lines 63-67, which states:

After the configuration server 160 updates the map 162, there is an instant in time in which the given host computer may be accessing the network 150 via the first network service (prior to expiration of the present lease associated with network address B) even though a subscriber at host computer 110-1 has just selected a second network service on which to access the network 150. To support a switchover to the second network service, the configuration

server 160 transmits command 194 to deny network access to host computer 110-1 by transmitting a command 194 to network device 115 disposed between the host computer 110-1 and the network 150 being accessed.

Droms, col. 14, lines 56-67. This cited portion teaches that the configuration server sends a command to deny access to the host computer to support a switchover. *Droms* does not teach a determination of whether a client configuration is incompatible with a second server configuration. To the contrary, the host in *Droms* does not itself store a client configuration; rather, the host updates the server configuration stored at the configuration server. Therefore, *Droms* does not teach two separate configurations to test for incompatibility. In addition, *Droms* teaches denying access every time the host computer changes the network service; therefore, *Droms* does not teach disconnecting the network client **responsive to** a determination that the client configuration is incompatible with the second server configuration.

Droms does not teach or suggest each and every claim feature; therefore, *Droms* does not anticipate claim 1. Because claims 2-10 depend from claim 1, the same distinctions between *Droms* and claim 1 apply for these claims. In addition, claims 2-10 recite further combinations of features not taught or suggested by *Droms*.

More particularly, claim 4 recites that the network client has a network client configuration stored in a memory of the network client and that the network client configuration is a set of client parameters specific to the network application for the corresponding network client. *Droms* does not teach or suggest a client configuration stored in a memory of the network client. Furthermore, *Droms* does not teach that the configuration server provides a network service to a network client; therefore, *Droms* cannot teach a client configuration that is a set of client parameters specific to the network application for the corresponding client. That is, *Droms* does not teach a determination of whether a client configuration profile stored in a memory at a network client is incompatible with a server configuration profile stored in a memory at a network server.

Therefore, Applicants respectfully request withdrawal of the rejection of claims 1-4 under 35 U.S.C. § 102(e).

V. **35 U.S.C. § 103, Alleged Obviousness of Claims 5, 8, and 9**

The Office rejects claims 5, 8, and 9 under 35 U.S.C. § 103(a) as allegedly being anticipated by *Droms* in view of *Deshpande* (U.S. Patent No. 7,047,308). Applicants respectfully traverse this rejection.

With respect to claims 5, 8, and 9, the Office Action acknowledges that *Droms* does not teach that the client and server configurations include data compression parameters, data communication speed parameters, or media encoding parameters. The Office Action alleges that *Deshpande* teaches data compression parameters and media encoding parameters at col. 7, lines 19-22, and data communication speed parameters at col. 3, lines 66-67, and col. 4, lines 1-3. However, *Deshpande* clearly teaches polling a plurality of clients and selecting minimum parameters to satisfy the plurality of clients. *Deshpande* does not teach replacing the first server configuration with a second server configuration and responsive to a determination that the client configuration is incompatible with the second server configuration, disconnecting the network client. *Deshpande* does not make up for the deficiencies of *Droms*. Therefore, even assuming, *arguendo*, that a person of ordinary skill in the art would have found it obvious to combine *Droms* and *Deshpande*, the proposed combination would not result in the invention recited in claims 5, 8, and 9.

Furthermore, the Office Action does not explain how the system and method for simultaneous media playout would apply to the configuration server for mapping hosts to network services. That is, *Droms* teaches a configuration server that maps hosts to network services so that hosts can access a network, while *Deshpande* teaches supplying a media stream to a plurality of clients. While these two references may be combined in some way, there is no suggestion in the references that the proposed combination would result in the presently claimed invention. That is, to combine *Droms* and *Deshpande* would require undue experimentation on the part of the skilled artisan. For example, one must determine which entity will store the configuration information, how a switchover from one media streaming host to another media streaming host is handled, etc. As such, to combine *Droms* and *Deshpande* would require an inventive leap that can only be reenacted by using the instant claims as a script. Thus, the Office Action fails to establish a *prima facie* case of obviousness.

Therefore, Applicants respectfully request withdrawal of the rejection of claims 5, 8, and 9 under 35 U.S.C. § 103(a).

VI. 35 U.S.C. § 103, Alleged Obviousness of Claims 6, 7, and 10

The Office rejects claims 6, 7, and 10 under 35 U.S.C. § 103(a) as allegedly being anticipated by *Droms* in view of *Whelan et al.* (U.S. Patent Application No. 2004/0203593). Applicants respectfully traverse this rejection.

With respect to claims 6, 7, and 10, the Office Action acknowledges that *Droms* does not teach that the client and server configurations include data encryption parameters, signal strength parameters, or business application parameters. The Office Action alleges that *Whelan* teaches data encryption parameters at paragraph [0026], signal strength parameters at paragraph [0030], and business application parameters at paragraph [0027]. However, *Whelan* teaches that each mobile device (client) includes a normal-communications inhibitor that allows or inhibits communications between the wireless device and at least one resource based on profiles. See *Whelan*, paragraphs [0012]-[0015]. *Whelan* does not teach replacing said first **server** configuration with a second **server** configuration and responsive to a determination that the client configuration is incompatible with the second server configuration, disconnecting the network client. *Whelan* does not make up for the deficiencies of *Droms*. Therefore, even assuming, *arguendo*, that a person of ordinary skill in the art would have found it obvious to combine *Droms* and *Whelan*, the proposed combination would not result in the invention recited in claims 6, 7, and 10.

Furthermore, the Office Action does not explain how the system and method for mobile unit configuration management for wireless local area networks would apply to the configuration sever for mapping hosts to network services. That is, *Droms* teaches a configuration server that maps hosts to network services so that hosts can access a network, while *Whelan* teaches configuration management for mobile devices connecting to resources in a wireless network. While these two references may be combined in some way, there is no suggestion in the references that the proposed combination would result in the presently claimed invention. There is a gap in the teachings between providing network services to allow hosts to access a network and providing configuration

management for wireless devices. The only way to fill this gap is by hindsight reconstruction given the present claims as a template. Thus, the Office Action fails to establish a *prima facie* case of obviousness.

Therefore, Applicants respectfully request withdrawal of the rejection of claims 6, 7, and 10 under 35 U.S.C. § 103(a).

VII. New Claims 14-23

New claims 14-23 recite further combinations of features not taught or suggested by the prior art of record. For example, claim 14 recites wherein identifying the network client configuration comprises sending sampling network messages from the network server to the network client, receiving responses from the network client, wherein the responses are responsive to the sampling network messages, and determining the network configuration based on the responses. Claim 15 recites, for example, identifying a subset of the plurality of network clients that have a corresponding client configuration that is incompatible with the second server configuration, disconnecting the subset of the plurality of network clients from the network server, and providing the network application to remaining network clients that are still connected to the network server using the connection-oriented protocol. Claim 23 recites, for example, establishing connections between the network server and a plurality of network clients, wherein each connection is established using a connection-oriented protocol, wherein the network server has a first server configuration stored in a memory of the network server, wherein the first server configuration comprises a frame rate parameter specific to a streaming video application that the network server provides to the plurality of network clients. The prior art of record does not teach or suggest the combinations of features recited in new claims 14-23.

VIII. Conclusion

It is respectfully urged that the subject application is now in condition for allowance. The Examiner is invited to call the undersigned at the below-listed telephone number if in the opinion of the Examiner such a telephone conference would expedite or aid the prosecution and examination of this application.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'S. Tkacs', with a long horizontal flourish extending to the right.

DATE: June 18, 2008

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